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ABSTRACT

The collective bargaining agreement between the University of Connecticut Board of Trustees and the University of Connecticut Chapter of The American Association of University Professors (AAUP) covering the period July 1, 1986-June 30, 1989 is presented. Items covered in the agreement are: recognition, exclusions, academic freedom, governance, nondiscrimination, affirmative action plans and procedures, board of trustees perogatives, maintenance of procedures, meetings and discussions, contractual grievance procedure, addition to the by-laws grievance procedures, personnel files, members of the unit not in a tenure track, reduction of staff for discontinuance of programs and financial exigency, selection and review of department heads, AAUP rights, AAUP security and payroll deductions, salary scales, salary and benefits, minimum terms, continuation of services, mergers and acquisitions, savings clause, research assistants/associates, merit, temporary employees, discipline for tenured and/or tenure-track faculty, and flexible assignment policy. (SW)

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COLLECTIVE BARGAINING AGREEMENT

between

The University of Connecticut
Board of Trustees

and

The University of Connecticut Chapter
of the American Association
of University Professors

HE 019 922

July 1, 1986 - June 30, 1989

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ARTICLE 1
RECOGNITION

The Board of Trustees recognizes the University of Connecticut Chapter of the American Association of University Professors as the exclusive bargaining representative of members of the staff who are employed one-half time or more and who hold the following titles: University Professor, Professor, Associate Professor, Assistant Professor, Instructor, Assistant Instructor, Lecturer, Professor in Residence, Associate Professor in Residence, Assistant Professor in Residence, Instructor in Residence, Research Professor, Academic Assistants I, II, III, IV, V, Research Associate II, Research Associate I, Research Assistant III, Research Assistant II, Extension Professor, Clinical Professor, Specialist IV (Athletics), Senior Extension Agent, Senior 4-H Agent, Senior Home Economist, Associate Extension Professor, Associate Clinical Professor, Specialist III (Athletics), Extension Agent, 4-H Agent, Home Economist, Assistant Extension Professor, Assistant Clinical Professor, Specialist II (Athletics), Associate Extension Agent, Associate 4-H Agent, Associate Home Economist, Extension Instructor, Clinical Instructor, Specialist I (Athletics), Assistant Extension Agent, Assistant 4-H Agent, Assistant Home Economist, Special Payroll Lecturers teaching courses for credit, excluding those classifications and titles listed below under EXCLUSIONS and all other supervisory, confidential, and managerial employees as defined in the Connecticut General Statutes Section 1 (e) and Section 1 (f) for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, staff holding the above titles who are not excluded pursuant to the following paragraph are referred to as "faculty," or "members," or "members of the bargaining unit."

ARTICLE 2
EXCLUSIONS

2.1 Members of the staff who hold the following titles are excluded from the bargaining unit: President, Vice President, Associate and Assistant Vice President, Assistant to the President, Assistant to the Vice President, Assistant to the Dean, Dean, Associate and Assistant Dean, Director, Associate Director, Assistant Director Agricultural Experiment Station, Special Assistant to the Director of Cooperative Extension, Associate Director, Assistant Director Cooperative Extension, Director of Office of Institutional Research, Research Associate for Institutional Research, Director of Institute of Materials Science, Director of Institute of Marine Sciences, Directors of Regional Campuses, Director of Alumni Affairs, Director of Athletics, Manager of the Auditorium, Director of Summer Sessions and Credit Extension, General Counsel of the University, Employees at NERAC, Faculty of the School of Medicine, Faculty of the School of Dental Medicine, Faculty of the School of Law, Faculty of E.O. Smith Secondary School, Graduate Students, Specialists other than those in the Division of Athletics and those who hold a faculty or research rank in addition to their Specialist title, and all other employees of the University.

2.2 The inclusion or exclusion in the faculty bargaining unit of new personnel classifications established by the University subsequent to the effective date of this agreement shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

2.3 The exclusion of members from the faculty unit for the purpose of assuming confidential status shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

ARTICLE 3
ACADEMIC FREEDOM

3.1 The Board of Trustees recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the principles of academic freedom and its protections described in The University of Connecticut *Laws and By-Laws*, 12th edition, revised (1985).

3.2 This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

ARTICLE 4
GOVERNANCE

4.1 Although the AAUP, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees retains its rights, under law, to manage and direct the University, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board of Trustees, and for resolving academic matters, through the organizational divisions of the University, the University Senate, the Administration and the Board of Trustees.

4.2 Collegiality in academic governance on each campus of the University of Connecticut can best be accomplished through the University Senate and the faculties of the schools and colleges. Appropriate matters of concern should be brought before the Senate or the several faculties by their members or by the President of the University or his/her representatives. Upon request of the

Senate, the President should transmit recommendations of the Senate to the Board of Trustees for their consideration.

4.3 This article on governance is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

ARTICLE 5
NONDISCRIMINATION

The Board and the AAUP agree that no faculty member or applicant for employment for a position within the bargaining unit shall be discriminated against because of race, color, creed, sex, age, national origin, marital status, political belief, political affiliation, physical disability unrelated to ability to perform professionally, or membership or nonmembership in any labor union.

ARTICLE 6
AFFIRMATIVE ACTION PLANS AND PROCEDURES

The parties are committed to the affirmative action goals of having greater numbers of women and minorities in University positions. The Administration and the AAUP will cooperate in carrying out the affirmative action program. Two representatives nominated by the AAUP shall be appointed to the Employees' Advisory Committee to the Office for Affirmative Action Programs.

ARTICLE 7
BOARD PREROGATIVES

7.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the government of the University and shall determine the general policies of the University, including those concerning the admission of students and the establishment of schools, colleges, divisions, and departments, and

shall direct the expenditure of the University's funds within the amounts available, and shall fix fees for tuition and may make refunds of the same.

7.2 The Board of Trustees within available funds shall have sole jurisdiction over the selection, appointment, assignment of duties, amount of compensation, sick leave, vacation, leaves of absence, termination of service, rank, and status of the individual members of the professional staff of the University.

7.3 Said Board shall determine who constitutes the professional staff of the University and establish compensation and classification schedules for its professional staff.

7.4 These rights, responsibilities and prerogatives are not subject to delegation to the AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the grievance provisions of this contract.

ARTICLE 8
MAINTENANCE OF PROCEDURES

8.1 The parties agree to maintain for the duration of the contract all procedures for the University not modified by the terms of this agreement governing, appointment, reappointment, nonreappointment, tenure, promotion, dismissal, termination, suspension, award of leaves of absence, grievances, and the determination of workloads as specified by the *Laws and By-Laws*, 12th edition, revised (1985), and the President's Memoran-

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dum dated 1986*, "Procedures regarding Tenure, Promotion, and Reappointment," together with PTR Form 7-1-86.

8.2 The parties agree further that the procedures of the University maintained by Section 8.1 above may be changed only by agreement of the Board of Trustees and the AAUP.

8.3 Nothing in this article shall be construed to deny the authority of the Board to establish or change policies through established processes, which shall include prior discussion with the AAUP.

ARTICLE 9
MEET AND DISCUSS

9.1 To assure the efficient and harmonious operation of the University, the parties agree to meet and discuss at least once a month any matters of official concern, including budget proposals and long-range planning, or matters relative to this agreement, arising during the life of this contract which require attention. The AAUP committee for the purpose shall consist of no more than five members. Agenda items shall be submitted by both parties at least one week in advance.

9.2 From time to time the President of the AAUP may feel that it is necessary to meet with the President of the University on noncontractual items. When such need arises, upon the request of the AAUP, a meeting at a mutually agreeable time will be held. It is understood by the parties that these meetings are not meant to replace the purpose of 9.1 above.

9.3 In the event the AAUP wishes to discuss issues related to collective bargaining with the

* The dates in this memorandum may be adjusted to reflect the calendars of succeeding years.

President, the AAUP will request such a meeting through the Assistant Vice President for Academic Affairs in charge of collective bargaining and provide an agenda of such meeting to that office at least one week in advance of the meeting. Except by mutual agreement, such meetings shall not be held more than once during each school semester.

9.4 Nothing in this article curbs the right of the Administration to meet with committees or individual faculty members to discuss such matters as the Administration desires with the exception of those items which are reserved, by statute, for negotiations with the bargaining agent.

ARTICLE 10
CONTRACTUAL GRIEVANCE PROCEDURE

10.1 The parties agree that all problems should be resolved whenever possible before the filing of a grievance, and encourage open communication between administrators and members, so that the formal grievance procedure will not normally be necessary.

10.2 Definition The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this agreement.

10.3 Resort to Other Procedure If prior to seeking resolution of dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure.

10.4 Step 1

A. A member of the bargaining unit and a representative of the AAUP (if the employee so desires) shall first discuss the problem with the

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University official against whom he/she is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member or the AAUP (if requested by the member) shall submit it in writing within fifteen (15) calendar days to the appropriate director or dean of the school or college or his/her designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being aggrieved. After receiving the formal grievance the dean, director, or designee will meet with the aggrieved member within fifteen (15) calendar days after receiving the formal grievance and will give his/her decision in writing to the aggrieved within seven (7) calendar days of such meeting.

10.5 Optional Interim Step If the decision at Step 1 is against the aggrieved member, before appealing at Step 2, the member may if he/she so desires, within seven (7) calendar days of receiving the decision at Step 1, notify the Vice President for Academic Affairs that he/she wishes to appeal to a collegial panel of two members made up of one member from the faculty chosen by the AAUP and one administrator chosen by the Vice President for Academic Affairs. The panel shall be established and render its decision within fifteen (15) days from notification of the Vice President. If the decision of this panel is unanimous, it shall be final and binding and not appealable by either party. If the award is not unanimous, the grievance will immediately go to Step 2 below.

10.6 Step 2 Failing satisfactory settlement within the above time limits, the aggrieved mem-

ber of the AAUP may, within seven (7) calendar days, appeal in writing to the Vice President for Academic Affairs or his/her designee. The Vice President for Academic Affairs or the designee shall meet with the member and an AAUP representative within fifteen (15) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the AAUP within seven (7) calendar days of such meeting. The AAUP shall be notified and allowed to participate through Step 2.

10.7 Step 3 If the grievance has not been satisfactorily resolved at Step 2, the AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the Vice President for Academic Affairs or his/her designee within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the grievant and the AAUP President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or *de novo* judicial consideration.) The terms of the agreement which are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the AAUP representative at any point during Step 3.

10.8 Selection of Arbitrator The parties shall follow either the American Arbitration Association or the Connecticut Board of Mediation and Arbitration procedure for the selection of an arbitrator, unless the parties mutually agree on an arbitrator within five (5) calendar days of filing the notice. In cases of disagreement in selecting either the AAA or the CBMA procedure, the AAUP shall have the initial choice and alternate options in contested selections thereafter.

10.9 Authority of the Arbitrator The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall neither add to,

subtract from, modify or alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

10.10 Fees and expenses of the arbitrator shall be borne equally by the Board and the AAUP.

10.11 General Provisions

A. Except for grievances arising under 25.6 (which shall be dealt with in accordance with 25.6) any grievance as defined above not presented for disposition in writing within 37 days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the AAUP. Failure to the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the AAUP.

B. No member may file for arbitration except with the approval and participation of the AAUP.

C. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for

the purposes of this section are defined as aggrieved members, their appropriate AAUP representative(s) and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure.

E. No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Vice President for Academic Affairs or his/her representative and the AAUP acting through its President or representative.

F. The AAUP on behalf of a bargaining unit member, a group of bargaining unit members or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.

G. Grievances involving the Board of Trustees' *Laws and By-Laws*, 12th edition, revised (1985), and policies are appealable to the Board as the final step and are not subject to the above grievance procedure and arbitration.

ARTICLE 11
ADDITIONS TO THE BY-LAWS GRIEVANCE PROCEDURE

11.1 Except for disciplinary grievances (which are grievable under Article 27), for grievances arising out of the application or interpretation of the *Laws and By-Laws*, 12th edition, revised (1985), and policies of the University, the grievance procedures set forth in said document shall be followed. Prior to the first step of the grievance procedure, an informal conference shall be held between the faculty member who alleges he/she is aggrieved and the appropriate administrator to discuss the alleged grievance. The faculty member, if he/she desires, may be accompanied by a representative of the AAUP.

11.2 Within seven (7) calendar days of the meeting, the administrator shall provide in writing his/her answer to the faculty member. A copy of this answer shall be given to the AAUP.

11.3 If the faculty member still feels aggrieved, he/she shall file within fifteen (15) calendar days of receipt of such answer a written grievance in conformity with the grievance procedure in the University *Laws and By-Laws*, 12th edition, revised (1985). Settlements made under such grievance procedure dealing with terms and conditions of employment shall be consistent with the provisions of this Agreement and shall be reported to the AAUP.

ARTICLE 12
PERSONNEL FILES

12.1 For the purposes of this article personnel file shall mean any file, including the PTR file, which may be used in evaluating the performance of any employee.

12.2 Only those materials contained in the departmental file shall be used to support personnel actions at the departmental level. Nothing in this article shall preclude the maintenance of other personnel files. In the presence of a staff member, and at a time convenient to both parties, a faculty member shall have access to his/her personnel files, or PTR files at all levels. The only others who shall have access to such files are:

A. Administrators and faculty members on official business and;

B. AAUP representatives with the consent of the faculty member.

12.3 A faculty member may at any time obtain a copy of material in the files, for which the faculty member may be charged at cost. If requested, copies shall be authenticated by an appropriate administrator.

12.4 No anonymous material shall be included in a personnel file.

12.5 An employee may log the contents of his/her personnel file, listing items and dates, in the presence of his/her department head. Both the employee and the department head shall sign the log and retain a copy for their files. At the request of the employee, and at a time agreeable to the department head, such a log may be updated. Completeness of the file shall be the responsibility of the employee.

12.6 Each member of the unit shall be entitled to include in the file his/her rebuttal of any statement therein contained.

12.7 An employee may petition the Dean of his/her school or college to remove any material from his/her personnel file added after July 1, 1977 which the employee can prove is factually in error. The factual validity of materials included in the PTR file shall be subject to challenge solely within the PTR process itself.

ARTICLE 13
MEMBERS OF THE UNIT NOT IN A TENURE TRACK

13.1 This article pertains to employees in the following titles: Academic Assistant,* Extension Professor, Associate Extension Professor, Assistant Extension Professor, Extension Instructor, Special Internal Title (Lecturer I, II, III in Speech Pathology and Audiology), Specialist IA, IIA, IIIA, IVA.

13.2 **Probationary Period for Staff Not in a Tenure Track**

A. Effective July 1, 1981, new *staff* not in a tenure track shall serve a one-year probationary period. In the event the probationary employee is dismissed before the end of his/her probationary

*Academic Assistant is a title applicable to those who were formerly Research Assistants and Research Associates funded from other than grants or contracts.

period, he/she shall receive one month's notice or pay in lieu thereof.

B. Following the completion of the probationary year, staff not in tenure track shall be eligible for one-year appointments up to a maximum of five (5) such year-long appointments. Beginning the seventh (7) year, staff shall be eligible for a five-year appointment. Commencing with the first five-year appointment, nonrenewal shall be grievable according to the procedures and standards of dismissal for cause.

C. In no case shall either the dismissal of the staff member during his/her probationary period or the noncontinuation of the staff member upon the completion of his/her probationary period be grievable under any article of this agreement or under the *Laws and By-Laws* of the University.

13.3 Evaluation System The parties agree that the purpose of an evaluation system is to improve the quality of job performance.

13.4 Evaluation Procedures

I. A. All formal evaluations to be used in recommending salary increases, continuing a probationary employee or invoking disciplinary action shall be in writing.

B. Written evaluations shall be shared with the staff member within fourteen (14) calendar days of the time they are completed. The staff member shall sign the evaluation solely for the purpose of showing that he/she has read it and shall be given a copy for his/her records.

C. An employee shall have the right to append to his/her evaluation a written statement incorporating his/her agreement or disagreement with the evaluation.

II. For the purposes of promotion and reappointment only, with the concurrence of the Dean, Department Heads who wish to, may use some or all the PTR procedures for staff not on tenure track. Staff not on tenure track who are evaluated for promotion and reappointment by means of some or all levels of the PTR procedures do so

with the understanding that such procedures do not lead to tenure. Neither the employee nor the union may grieve an initial decision in regard to which steps of the PTR process shall be used. The employee shall be informed in advance which steps of the PTR process shall be used. Failure to conform to the procedural steps selected is subject to grievance on procedural grounds only.

13.5 Notice of Termination In the event of financial exigency or reduction or discontinuance of a program or department, staff not in tenure-track positions shall be entitled to notice of termination or salary in lieu thereof according to the following schedule:

Probationary employees will receive one month's notice;

After one year of nonprobationary employment: three months' notice;

After two years of nonprobationary employment: six months' notice;

After receiving a five-year contract as described in 13.2 (B): twelve months' notice.

Dismissal for cause is not subject to the above schedule.

13.6 The following applies only to sports which hire both head coaches and assistant coaches and substitutes for section 13.2 and 13.5 of Article 13 which would no longer apply to head coaches and assistant coaches:

A. Head coaches and assistant coaches may be hired and/or renewed for multiple year contracts. However, in no case may an assistant coach be hired or renewed for a term longer than the head coach in his/her sport.

B. In those instances where a head coach has a five-year appointment, the assistant coaches in that sport may be appointed to varying employment terms which coincide with the employment term of the head coach. When a head coach leaves for any reason before the end of his/her contract, assistant coaches may be terminated. If the decision is to terminate the assistant coach(es), he/she shall continue to be employed until the end

of the academic year (June 30) or receive six months' notice (or salary in lieu thereof), whichever is longer.

13.7 Dismissal for Just Cause (This section is applicable to nonprobationary employees only):

The parties wish to encourage open communication between administrators and faculty and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.

For nontenure-track staff who have completed their one-year probationary period, dismissal or discipline which is the result of incompetence, or failure to meet satisfactory standards of job performance, or failure to meet continuing educational requirements, or to fulfill professional commitments shall not fall within the purview of this article, but shall be dealt with exclusively under the University *By-Laws*.

A. Discipline shall be for just cause such as:

1. neglect of assigned responsibilities;

2. insubordination or noncompliance with the University *Laws and By-Laws*. Noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Conn. Statutes) or with University, State, or Federal Regulations governing research;

3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining tenure, promotion, salary increase or other benefit;

4. sexual harassment or other conduct which impairs the rights of students or other staff members.

B. Procedures to be followed for written warnings, reprimands, dismissal, demotion in rank and/or salary, or suspension without pay.

1. The staff member shall receive in writing a statement of the reasons for the action being recommended.

2. Within seven (7) calendar days of receiving the written statement (B.1), the staff member may request a hearing before his/her Dean or Director or designee with an AAUP representative present, should the staff member so desire. This hearing shall be held within seven (7) calendar days of the employee's request.

3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the staff member shall have the right to appeal to the Vice President for Academic Affairs or his/her designee. At such appellate hearing, the staff member shall have the right to be represented by the AAUP.

4. The decision of the Vice President or designee may be appealed to arbitration on the merits under Article 10 of this agreement. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.2 and B.3 above but shall not be grievable to arbitration.

C. 1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the staff member, the suspension shall be with pay until the hearings described in B.2 and B.3 above have taken place.

2. In the event the discipline involves the loss of salary and the decision is appealed to arbitration, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner.

D. The procedures outlined above for discipline or dismissal for misconduct supersede Sections XV, E, F, G, H, Q and R of the 1985 edition of the *Laws and By-Laws*.

E. The parties agree that whenever the PTR procedures are used for promotion and/or reappointment for employees not in tenure track (13.4.II) they should not be used to deal

with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the PTR (promotion, tenure, or reappointment) process be construed as falling under this Article.

13.8 In cases where the nonprobationary staff member claims that his/her procedural rights under 13.4 and 13.5 of this article have been violated, the final decision may be appealed only on procedural grounds under the terms of Article 10 of this agreement.

ARTICLE 14
REDUCTION OF STAFF FOR DISCONTINUANCE OF PROGRAMS AND FINANCIAL EXIGENCY

14.1 Whenever the discontinuance of faculty is contemplated for reasons consonant with the long range educational mission of the University or for what the Administration believes to be a bona fide financial exigency, the procedures below shall be followed.

14.2 Should the Administration determine that the fiscal position of the University has deteriorated to an extent which warrants informing the Board of Trustees of a financial exigency which may require a reduction in the faculty, the Administration shall notify the AAUP promptly.

14.3 At a time mutually agreeable to both parties, but in no case less than five days before presentation to the Board of Trustees, a meeting shall be held between the President of the University and the appropriate Vice President(s) and the AAUP for the purpose of reviewing the entire budgetary outlook of the University. The President and the appropriate Vice President(s) shall document the financial position of the University and its reasons for its declaration to the AAUP along with recommendations for alleviating the situation.

14.4 At that or a subsequent meeting, but prior to the meeting with the Board, the AAUP

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may present to the Vice President(s) its own recommendations for resolving the exigency, in the hope that the recommendations given to the Board are the joint recommendations of the parties.

14.5 In the event that the Administration wishes to present to the Board recommendations with which the AAUP does not concur, the AAUP shall be allowed to present to the Board or the appropriate committee of the Board its own recommendations prior to the time when the Board is to determine what course of action it shall take.

14.6 If the course of action adopted by the Board requires discontinuation or consolidation of existing programs with the resultant elimination of faculty, the Vice President for Academic Affairs, the AAUP, the Deans of the affected schools, the Head(s) of the affected department(s) and a faculty representative chosen by the Senate Executive Committee shall meet to identify faculty whose termination is to be recommended to the President. In the course of such discussions regarding which faculty shall be terminated, the participants shall take into consideration, and where possible recommend, such things as shared or reduced load with proportionate reduction in salary, administrative assignment, the feasibility of early retirement, and the possibility of reassigning the faculty member, provided he/she is suitably qualified, to another unit of higher education.

14.7 The following criteria shall apply to the identification of faculty whose termination is to be recommended:

A. Except where demonstrable and serious distortion of an academic program would result, nontenured faculty in an affected program will be terminated before any tenured faculty member is terminated.

B. In identifying tenured faculty whose termination is to be recommended, the following shall be taken into account: the academic needs

of the affected program(s); the merit of the affected faculty as attested by peer reviews of scholarship, teaching, and service; the age and length of service of the affected faculty; the Affirmative Action aims of the University.

C. In all cases requiring the termination of faculty, primary consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs.

14.8 The following procedure shall govern the case of any faculty member whose termination is recommended to the President:

A. Prompt notice of the recommendation to terminate will be given.

B. The faculty member given such notice shall have the right to a hearing under the grievance procedure specified in Article XV.Q. of the University of Connecticut *Laws and By-Laws*, 12th edition, revised (1985).

14.9 If because of financial exigency the University terminates appointments, it will not at the same time make new appointments in the same department except where a serious distortion in a program of the University would otherwise result.

14.10 In all cases of termination because of financial exigency or program discontinuance the place of the faculty member concerned will not be filled by a replacement within a period of two (2) years.

14.11 A. During a period of two (2) years from the date of termination, the terminated faculty member shall be offered reemployment in the same position should the position be restored. Any faculty member so recalled shall have thirty (30) days in which to accept such offer. Both the offer of reemployment and its acceptance or rejection shall be made by registered mail.

B. If a faculty member was enrolled in a health insurance program at the time of layoff during the recall period, he/she shall be entitled to purchase health insurance benefits for

up to 52 weeks following the layoff at the group rate in effect for the bargaining unit. (Supersedes Chapter 685 [a]. Sec. 38-262d of the 1984 General Statutes [p. 557] .)

C. A tenured faculty member who has received notice of layoff as the result of financial exigency shall be entitled during his/her period of notice up to $1,000 for reimbursement for fees charged by professional placement or occupational counseling services. Such fees shall be deducted from the Professional Development Fund in 19.V(B).

D. A tenured faculty member who has received notice of layoff shall be entitled during his/her period of notice and recall to reimbursement for coursework for up to $1,500 per semester. The cost of reimbursement shall be deducted from the Professional Development Fund in 19.V(B).

14.12 Standards of Notice for Tenured and Tenure-Track Employees

A. In all cases of termination or program discontinuance because of financial exigency, the following standards of final notice or severance salary in lieu thereof shall apply: In the first year of service, three (3) months; in the second, third or fourth year of service, six (6) months; after the fourth year of service, one (1) year. Tenured faculty shall be entitled to fifteen (15) months of notice.

B. In cases of termination for reasons unrelated to financial considerations, the following standards of final notice or severance pay in lieu thereof shall apply: In the first year of service, three (3) months; in the second year of service, six (6) months; in the third year of service, one (1) year; after four (4) or more years of service, twenty-four (24) months.

Dismissal for cause is not covered under Article 14, and in no case shall a dismissal for cause be labeled a termination for reasons related to financial exigency or program change under Article 14.

ARTICLE 15
SELECTION AND REVIEW OF DEPARTMENT HEADS

15.1 In the selection of a department head for a continuing appointment there shall be a search committee appointed by the dean and including either a majority or at least three members elected by the department. No candidate will be appointed department head who is not recommended by the search committee.

15.2 A review of the appointment of each department head shall be held at intervals not to exceed five years, or at other times as decided by the dean. The dean shall also initiate a review upon the request of a majority of the voting members of the department. Any review requested by a majority of the voting members of the department may not take place more than once in five (5) years.

15.3 Effective July 1, 1986 Department Heads shall be appointed for nine and one-half (9.5) months. Upon relinquishing Department Head responsibilities, the Head's appointment shall return to nine (9) months and his/her salary shall be reduced to its equivalent nine (9) month level.

15.4 Effective July 1, 1987 Department Heads shall be appointed for ten (10) months. Upon relinquishing Department Head responsibilities, the Head's appointment shall return to nine (9) months and his/her salary shall be reduced to its equivalent nine (9) month level.

In the event a designee is assigned the Department Head's duties, he/she shall receive the following:

Effective July 4, 1986 $1250
Effective July 3, 1987 $2500

ARTICLE 16
AAUP RIGHTS

16.1 The AAUP may make recommendations to the Administration concerning the governance

of the University; and on the request of the AAUP, the President, at the December and March meetings of the Board, shall transmit such recommendations to the Board of Trustees for consideration. The Board of Trustees shall express its position in writing on the recommendations within a reasonable period of time not to exceed a year.

16.2 To the extent that it is available, and within reasonable time limits, the Administration shall supply information needed for collective bargaining, including information related to a grievance, to the AAUP. In a similar way the AAUP will provide information to the Administration.

16.3 The Administration shall notify the AAUP at least monthly of changes in the status of members of the bargaining unit.

16.4 The AAUP may use the campus mails under the policy for registered organizations; specifically, it shall: pay a rate that reflects the real cost; not interfere with other official University obligations; make sure all material is accompanied by a statement that it is not an official publication of the University and that it is paid for by the AAUP.

16.5 The Administration shall publish this agreement in a mutually acceptable format and distribute one copy to each member of the bargaining unit. An additional one thousand (1000) copies for the AAUP and one thousand (1000) copies for the Administration shall be included in the publication. The parties shall share the costs of publication equally.

16.6 Participation in representational activities by officials of the AAUP shall be considered professional service. The AAUP shall supply the Administration with a list of such officials.

16.7 **Workload Reduction for AAUP Officials** It is mutually agreed that a reduction in workloads for five officials of the AAUP shall ordinarily be appropriate to permit such officials time for

self-directed professional service activity. It is further agreed that, in the aggregate, this reduction will not exceed an average of one-quarter time each semester for each of the five. The AAUP President shall be granted a workload reduction of one-quarter.

16.8 Upon election/selection of the AAUP officials, but in no case later than May 15 of each calendar year, AAUP will provide the Assistant Vice President for Academic Affairs in charge of collective bargaining a list of individuals who may request workload reduction under this section. Upon the request of the AAUP, the Assistant Vice President will convene a meeting between each AAUP official and the appropriate Dean for the purpose of effecting a workload reduction consistent with the official's responsibility in AAUP and his/her present workload in the department and the University. The appropriate department head shall also be present at the meeting and contribute to the determination of the workload to be effected.

16.9 In the event of disagreement concerning an appropriate reduction, the AAUP President and the Assistant Vice President for Academic Affairs in charge of collective bargaining will meet to resolve the issue. In case no resolution occurs, the parties shall present their positions to the President of the University, whose decision is final and not appealable.

16.10 The AAUP may select a member of the faculty to serve as an observer on any committee constituted by the Administration to engage in long-range planning on items negotiable under collective bargaining.

ARTICLE 17
AAUP SECURITY AND PAYROLL DEDUCTIONS

17.1 During the life of this agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a

member of the AAUP. A member of the bargaining unit who is not a member of the AAUP shall be required to pay an agency service fee pursuant to Section 5-280 of the General Statutes.

17.2 Within thirty (30) days of approval of the contract by the legislature and as instructed by AAUP during the life of the contract, the University shall deduct AAUP dues or agency fee biweekly from the gross paycheck of each person who is required under Section 5-280 of the General Statutes to pay such a fee as a condition of employment. This deduction is a substitute to termination of employment as provided under Section 5-280.

17.3 The amount of dues or agency service fee deducted under this article shall be remitted to the Treasurer of the AAUP as soon as practicable after the pay period of the employees for whom any such deduction is made.

17.4 No payroll deduction of dues or agency service fee shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The AAUP shall be notified when such a situation exists.

17.5 The University shall continue its practice of payroll deductions as authorized by employees for purposes in addition to payment of AAUP dues or agency service fee provided any such payroll deduction has been approved by the state in advance.

17.6 In the event any agency or court orders the employer to rebate to employees the service fee or any portion thereof deducted under this Article or awards any damages, the Union agrees to hold the employer harmless by returning the fee and paying the damages, provided that this shall not take effect until any appeal has been exhausted. However, with regard to any costs to the University which arise out of a challenge to this Article, the Union shall save the University harm-

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less from financial loss and expense as these costs are incurred. Any challenge to this Article of the Agreement and the University's actions taken thereunder shall be defended by AAUP.

17.7 Once it becomes technically feasible the University shall deduct contributions in the amount specified from the gross paycheck of each person in the unit who authorizes in writing payments to fund-raising drives sponsored by the University of Connecticut Foundation.

ARTICLE 18
SALARY SCALES

For purposes of determining longevity payments, the salary scale and steps adopted by the Board of Trustees for 1967-77 shall remain in effect during the period of this agreement.

ARTICLE 19
SALARY AND BENEFITS

I. Salary Permanent employees who are half-time or more shall receive a prorated share of all salary and fringe benefits.

A. Effective July 4, 1986, the following shall be added to the June 30, 1986 base salary of each member of the unit who is still employed on September 1, 1986.

1. For those whose performance was satisfactory*, a 4.4% increase of his/her base salary as

*With regard to all satisfactory performance increases in this contract, if an employee's annual performance is judged less than satisfactory, the satisfactory performance increase for that year may be withheld. If and when the employee's annual performance is judged to be satisfactory, his/her base salary shall be raised to what it would have been had the salary increase not been denied. However, in no case shall more than the most recent three consecutive years of performance increases be restored.

of June 30, 1986.

2. An annual increment of $550 for 9-month employees and Research Assistants and Research Associates. ($670 for 11-month employees other than Research Assistants and Research Associates).

3. **Merit** - 1986 Effective July 4, 1986, a merit pool of 2.0% of the combined salaries of members of the unit as of April 10, 1986. This fund shall be distributed by the Administration on the basis of merit according to the procedure outlined in Article 25.

B. Effective July 3, 1987, the following shall be added to the June 30, 1987 base salary of each member of the unit who is still employed on September 1, 1987.

1. For those whose performance was satisfactory*, a 4.4% increase of his/her base salary as of June 30, 1987.

2. An annual increment of $550 for 9-month employees and Research Assistants and Research Associates. ($670 for 11-month employees other than Research Assistants and Research Associates).

3. **Merit** - 1987 Effective July 3, 1987, a merit pool of 2.0% of the combined salaries of members of the unit as of April 9, 1987. This fund shall be distributed by the Administration on the basis of merit according to the procedure outlined in Article 25.

C. Effective July 2, 1988, the following shall be added to the June 30, 1988 base salary of each member of the unit who is still employed on September 1, 1988.

1. For those whose performance was satisfactory*, a 4.3% increase of his/her base salary as of June 30, 1988.

2. An annual increment of $550 for 9-month employees and Research Assistants and Research Associates ($670 for 11-month employees other than Research Assistant and Research Associates).

3. **Merit** - 1988. Effective July 2, 1988, a merit pool of 1.9% of the combined salaries of members of the unit as of April 7, 1988. This fund shall be distributed by the Administration on the basis of merit according to the procedure outlined in Article 25.

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D. Satisfactory Evaluation

This section does not go into effect until the spring semester 1987.

In departmentalized schools Department Heads shall give faculty members at least four months warning before issuing an unsatisfactory performance rating. The warning should specify what would be required to achieve a satisfactory rating. Failure to meet the standards enunciated shall be considered just cause for an unsatisfactory evaluation. In nondepartmentalized schools equivalent arrangements shall be established by Deans and faculty members. Discipline for just cause under Articles 13.7 or 27 shall not be subject to this requirement.

E. Effective July 3, 1986 the minimum salary for Assistant Professors or the equivalent ranks at the University of Connecticut shall be $25,500.

Effective July 5, 1987 the minimum salary for Assistant Professors or the equivalent ranks shall be $27,000.

F. Lecturers on the Special Payroll

Effective September 1, 1986: $620 per credit
Effective September 1, 1987: $670 per credit
Effective September 1, 1988: $720 per credit

Special payroll lecturers shall be eligible for faculty parking stickers and faculty library privileges.

No later than November 1, 1986 the parties agree to meet to study the compensation formula for special payroll lecturers in the Music Department of the School of Fine Arts.

II. Tuition

A. Tuition Waver: In addition to the waiver of tuition permitted under Chapter 185.b, Sections 10 a - 105 (e,f, and g) of the 1983 revised Connecticut General Statutes, the Board of Trustees shall have full authority to waive tuition for dependent children of members of the bargaining unit matriculating in an undergraduate degree program at the University of Connecticut or its Regional Campuses. In the event a faculty member dies while his/her child (or children) is enrolled in such a program, the waiver shall continue until the child completes the program.

B. Tuition Reimbursement

Under established guidelines, effective July 4, 1986 up to $8,100 shall be available to members of the faculty unit for tuition reimbursement.

Effective July 3, 1987, $8,700 shall be available for the program.

Effective July 2, 1988 up to $9,350 shall be available.

III. Benefits For the duration of the agreement, the health and life insurance programs in effect on June 30, 1984 shall remain in force with the following improvements:

Effective September 1, 1984, the maximum on the Major Medical benefit shall increase from $100,000 to $1,000,000. The added cost of this increase will be borne by the employee.

IV. Travel

A. Within the funds appropriated, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the President or his/her designee.

B. During the life of this agreement, the mileage reimbursement rate in effect on July 1, 1984 shall continue in effect.

V. Professional Development Fund

Effective July 4, 1986, $162,500 shall be provided for professional development programs including professional travel; effective July 3, 1987, $175,000; effective July 2, 1988, $190,000.

VI. Retirement All retirement benefits now in effect shall remain in effect until or unless they are superseded by agreement reached by the State of Connecticut and the joint Union Pension Negotiating Committee.

ARTICLE 20
MINIMUM TERMS

This agreement states the minimum terms

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of employment of a member of the bargaining unit. Agreements and understandings between members of the unit and the Board shall be maintained unless they fall below the minimum terms set forth herein; in such cases this agreement shall be controlling, unless the individual and AAUP agree in writing to waive these minimum terms.

ARTICLE 21
CONTINUATION OF SERVICES

The AAUP and the Board agree that any differences between them shall be settled by the means provided in this agreement. The AAUP agrees that it will neither call nor condone any form of strike by bargaining unit members, and the Board agrees that it will not lock out members of the unit.

ARTICLE 22
MERGERS AND ACQUISITIONS

In the event that the University acquires any other educational institution or portion thereof, the full-time faculty members of such educational institution shall become members of this bargaining unit. Prior to the expiration date of any agreement or individual contract under which they are presently covered, the salary schedule and other conditions of employment for new members shall be negotiated by the parties for the subsequent year.

ARTICLE 23
SAVINGS CLAUSE

23.1 If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the AAUP.

23.2 In the event that any provision of this agreement is, or shall at any time be, contrary to

law, all other provisions of this agreement shall continue in effect.

ARTICLE 24
RESEARCH ASSISTANTS AND RESEARCH ASSOCIATES*

24.1 Salaries Research Assistants and Research Associates shall receive the following increments in lieu of merit awards provided under Article 19 of the Agreement:

Effective July 4, 1986 for those whose performance was satisfactory, a 2% increase in his/her base salary as of June 30, 1986.

Effective July 3, 1987 for those whose performance was satisfactory, a 2% increase in his/her base salary as of June 30, 1987.

Effective July 2, 1988 for those whose performance was satisfactory, a 1.9% increase in his/her base salary as of June 30, 1988.

24.2 Benefits

I. Research Assistants and Research Associates will be entitled to leaves with pay according to the following schedule:

A. Annually 22 days maximum for vacation will be taken at a time mutually agreed to by the supervisor and the employee.

B. Legal holiday as enumerated below:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas

C. If a holiday falls on a day when a person is expected to be on duty, he/she will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

*Research Assistant and Research Associate titles are limited to employees funded from grants or contracts.

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D. Sick Leave Decisions concerning sick leave for personal illness will be handled by the administration in conformity with the University *Laws and By-Laws*, 12th edition, revised (1985), Section XV.K. 4, p. 24. Supervisors may require the employee to supply a medical certificate or other certification of illness.

There will be no accruals of sick leave or vacations beyond the end dates of a grant or contract.

24.3 Layoffs This section pertains to Research Assistants and Research Associates who are terminated prior to the end-date of their appointment.

A. In cases where employees supported by grant funds and contracts receive less than (30) thirty-day's notice of termination from their supervisors, such employees shall be eligible for a prorated cash payment for the portion of the (30) thirty-day's notice period not given. A pool of no more than $10,000 shall be set aside for all such cases. In no instance shall any individual receive the equivalent of more than two pay periods of salary.

B. Dismissal for cause is not subject to the above schedule.

24.4 Dismissal for Cause Procedures This section refers solely to disciplinary action resulting in loss of pay or dismissal for cause during the term of an employment contract.

The Parties agree that dismissal for cause of a temporary employee shall follow the procedures outlined below:

A. The employee shall receive a written statement of the reasons for which the action is being initiated.

B. Within five (5) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision.

C. Within five (5) calendar days of the review (see item B above) the employee may appeal the decision to the appropriate Dean, Director or Vice President.

D. The decision of the Dean, Director or Vice President is final and may not be appealed to arbitration on substantive or procedural grounds.

E. In cases where the Research Assistant or Research Associate claims and is prepared to show evidence that the Dean, Director or Vice President's decision in (D) above was arbitrary and capricious, or that the discipline was based on inaccurate facts or that the discipline is too severe for the infraction, the final decision may be appealed to an internal disciplinary review panel. Such appeal must be made within seven (7) calendar days of receiving the Dean, Director or Vice President's decision in (D) above.

F. Composition of the Internal Disciplinary Review Panel for Research Assistants and Research Associates.

The AAUP shall select one person from within the bargaining unit. The administration shall select one person from the administration and these two individuals shall choose a third who is mutually agreeable. The third person shall be or have been a principal investigator and/or be very knowledgeable about the management of grant funds. The three-person panel shall hold a due process hearing on the Research Assistant or Research Associate's claim and render a decision in writing within twenty-one (21) calendar days of the appeal at (D) above. If the majority of the panel upholds the position of the employee, they may substitute their own remedy. The decision of the panel shall be final and binding. No disciplinary action, including dismissal for cause, is grievable or arbitrable under the collective bargaining contract.

24.5 A. The Office of the Vice President for Graduate Education and Research shall make available to Research Assistants and Research Associates who request it, a list of Research Assistant and Research Associate vacancies that have been submitted to them.

B. In recognition of the important role of Research Assistants and Research Associates

in the maintenance of a quality research program at the University, the Parties agree to establish a committee to study the desirability and/or feasibility of establishing career ladders for Research Assistants and Research Associates. Among the topics which may be examined are the relationship of Research Assistant and Research Associate ranks, the qualifications and experience desirable for the attainment of each rank and possible methods of advancement through the ranks. In addition, the committee shall study and make recommendations as to the most appropriate mechanisms for effectuating some kind of "compensation continuity" for Research Assistants and Research Associates during temporary funding breaks in their research projects.

C. The Joint Committee shall be composed of no more than four individuals selected by the University and four selected by AAUP including representation from among Research Assistants and Research Associates, principal investigators and research administrators. An additional representative from the office of the Assistant Vice President for Academic Affairs will serve as an advisor to the Committee. Five thousand dollars ($5000) shall be set aside to assist the Committee in its work. The Joint Study Committee shall issue its report by July 1, 1985 or later if mutually agreeable.

ARTICLE 25
MERIT

25.1 Merit recommendations will be based from January 1 to December 31 of a given year, as measured against the criteria listed in Section XV.J. 2, p. 20 of the current University *Laws and By-Laws*, 12th edition, revised (1985), and the members' assignments as expressed in the form agreed upon in each school.

25.2 This Section does *NOT* refer to Research Assistants or Research Associates paid from grant funds or contracts.

Effective the first full pay period in July in the

first two years of the agreement there shall be made available a merit pool of 2% of the combined salaries of all members of the bargaining unit (except Research Assistants and Research Associates paid from grant funds or contracts) as of the preceding April 1, which shall be distributed and added to base salary on the first full pay period in July. In the third year of the contract, the merit pool shall be 1.9%.

25.3 The Merit Pool shall be distributed according to the procedures outlined below:

A. The Vice President for Academic Affairs shall establish a contingency fund and shall distribute the remainder of the merit pool at his/her discretion among the Deans of the schools and colleges. If a merit award is recommended, it shall be no less than $350.

B. The Dean of a school or college shall establish a contingency fund from the merit pool allotted to his/her school or college by the Vice President for Academic Affairs. The remainder of the merit pool, excluding an amount for department heads' merit, shall be distributed at the discretion of the Dean among the departments.

C. The total amount of the contingency funds of both the President/Vice President for Academic Affairs and the Deans shall not exceed 30% of the merit pool.

D. By means of a procedure approved by a majority of the faculty, departments may establish advisory committees for making recommendations for merit awards to the department head. Such committees may also present merit evaluations without mention of a dollar amount to the Dean for his/her consideration in determining the department head's merit award.

This section below does not go into effect until the fall semester of 1986.

In departmentalized schools each department may establish, by a majority vote, the criteria and also may establish priorities or the appropriate weighting of such criteria, that will be used to determine the departmental merit recommendations. In the event a department decides

to permit the department head to establish the criteria and the appropriate weighting for merit recommendations, the department head shall inform all faculty members in writing of such criteria no later than two months prior to the commencement of the calendar year for which merit recommendations will be made. In nondepartmentalized schools equivalent arrangements shall be established by Deans and faculty members.

E. Department Heads shall take departmental committee recommendations into consideration when making their own merit recommendations.

F. On forms provided by the Vice President for Academic Affairs department heads shall forward their merit recommendations for members of their departments, other than themselves, along with recommendations of the advisory committee, to the Dean of the school or college.

G. A faculty member may request from his/her department head information regarding his/her departmental merit recommendation(s) at any time after such information is transmitted to the Dean.

H. Department Heads shall inform each member of the department of his/her merit recommendation at the same time such recommendation is submitted to the Dean of the appropriate school or college. A faculty member has fourteen (14) calendar days from the time of the department head's submission to the Dean to discuss the department head's recommendation with the Dean.

I. The Dean shall review the recommendations of the department head and the departmental advisory committee. The Dean shall forward his/her own recommendations to the Vice President for Academic Affairs.

J. Within two weeks of making his/her recommendations to the Vice President, the office of the Dean shall compile and make available to the departments an abstract of merit awards. Such an abstract will give the number of people receiving a given range of award within the school and/or no award.

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25.4 Once they become effective, the University will provide AAUP a summary of merit awards by fund and by individual.

25.5 Judgments and decisions of the Vice President for Academic Affairs which result in a decrease of more than 50% in the department head's recommendations are subject to the grievance procedure described below only where there is evidence alleging that the decrease was arbitrary or capricious.

25.6 Merit Grievance Panel

For the purpose of hearing merit grievances, an internal merit grievance panel shall be convened made up of one member of the administration chosen by the Vice President for Academic Affairs, one member of the faculty chosen by AAUP, and a neutral party chosen by the first two individuals. The panel may either uphold or dismiss the grievance. In a case where the panel upholds the grievance, it shall recommend an appropriate merit award; however, in no case shall the panel award more than the department head had originally proposed. The decision of the panel is final and is not grievable or arbitrable. Grievances on merit must be presented to the administrator in charge of collective bargaining within fourteen (14) calendar days of the receipt of the President's letter notifying the employee of his/her merit award.

ARTICLE 26
TEMPORARY EMPLOYEES

This article refers to the titles listed below: Lecturer (non-P), Professor in residence, Associate Professor in residence, Assistant Professor in residence, Instructor in residence, Research Professor, Associate Research Professor, Assistant Research Professor, Research Instructor, Clinical Professor, Associate Clinical Professor, Assistant Clinical Professor, Clinical Instructor, Visiting Professor, Visiting Associate Professor, Visiting Assistant Pro-

fessor, Visiting Instructor, Extension Professor in-residence, Associate Extension Professor in-residence, Assistant Extension Professor in-residence, Extension Instructor in-residence, Special payroll lecturer. **Note:** For the purpose of signifying the temporary nature of any title in the bargaining unit the word "visiting" may precede the title.

I. Sick Leave Decisions concerning sick leave for personal illness for all temporary employees will be handled by the administration in conformity with the University *Laws and By-Laws*, 12th edition, revised (1985), Section XV.K. 4, p. 25. Supervisors may require the employee to supply a medical certificate or other certification of illness.

There shall be no accruals of sick leave or vacations beyond the end dates of a grant or contract.

II. Dismissal for Cause Procedures for Temporary Employees The Parties agree that dismissal for cause of a temporary employee shall follow the procedure outlined below:

A. The employee shall receive a written statement of the reasons for which the action is being initiated.

B. Within five (5) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision.

C. Within five (5) calendar days of the review (see item B above) the employee may appeal the decision to the appropriate Dean, Director or Vice President.

D. The decision of the Dean, Director or Vice President is final and may be appealed to arbitration on procedural grounds only.

III. Full-time Lecturers on the Regular Payroll This section refers only to full-time lecturers on the regular payroll.

In the event a full-time lecturer on the regular payroll has been employed full-time (excluding summer sessions) for either twelve (12) consecutive or twelve (12) out of sixteen (16) consecutive semesters, he/she, upon the commencement of the

next semester shall be eligible for a three-year appointment.

ARTICLE 27
DISCIPLINE FOR TENURED AND/OR TENURE-TRACK FACULTY

The parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The parties agree that this Article shall not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.

The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.

For tenured or tenure-track faculty dismissal or discipline which is the result of incompetence, or failure to meet satisfactory standards of job performance, or failure to meet continuing educational requirements, or to fulfill professional commitments shall not fall within the purview of this Article, but shall be dealt with exclusively under the University *By-Laws*.

A. Discipline shall be for just cause such as:

1. neglect of assigned responsibilities;

2. insubordination or noncompliances with University *Laws and By-Laws* which relate to faculty. Noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes) or with University, State or Federal regulations governing research;

3. the use of land, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining tenure, promotion, salary increase or other benefit;

4. sexual harassment or other conduct which impairs the rights of students or other staff members.

B. Procedures to be followed for written warnings, reprimands, dismissal, demotion in rank and/or salary, or suspension without pay.

1. Within seven (7) calendar days of receiving the written statement (B.1), the faculty member may request a hearing before his/her Dean or Director or designee with an AAUP representative present, should the faculty member so desire. This hearing shall be held within seven (7) calendar days of the employee's request.

2. Within seven (7) calendar days of receiving the recommendation in B.2 above, the staff member shall have the right to appeal to the Vice President for Academic Affairs or his/her designee. At such appellate hearing, the staff member shall have the right to be represented by the AAUP.

3. The decision of the Vice President or designee may be appealed to arbitration on the merits under Article 10 of this agreement. Warnings, reprimands and other less severe discipline shall be grievable through steps B.2 and B.3 above but shall not be grievable to arbitration.

C. 1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the faculty member, the suspension shall be with pay until the hearings described in B.2 and B.3 above have taken place.

2. In the event the discipline involves the loss of or reduction in salary, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner.

D. For cases involving discipline or dismissal for misconduct, the procedures outlined above supersede Section XV. E, F, G, H and Q of the 1985 edition of the *Laws and By-Laws*.

E. The parties agree that the PTR procedures should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the PTR (promotion, tenure, or reappointment) process be construed as failing

under this Article.

ARTICLE 28
FLEXIBLE ASSIGNMENT POLICY

Option I and II of this section are available only to tenured and nontenure track faculty (as defined in Article 13) who have completed more than ten (10) years of service with the University of Connecticut. The options are mutually exclusive, i.e. an employee taking advantage of one shall not be eligible for the other. To be eligible for either option a faculty member must be eligible to retire under the Connecticut State or alternate retirement system, whether or not he/she is interested in pursuing other career opportunities.

Option I:

If a faculty member who is under age 70:

a. notifies the University by July 1, 1988, of his/her resignation effective no later than July 1, 1991

b. and he/she is physically able to carry out professional duties, he/she shall be guaranteed the following:

1. entitlement to teach two courses during the academic year on the special payroll at a minimum rate of $3,000 per course for five years or until age 70, whichever comes first.
2. work or office space
3. faculty parking privileges
4. competitive access to the Professional Development Fund and the Research Foundation.
5. children of members resigning or retiring before July 1, 1988 shall continue to be eligible for tuition waiver under 19 II (p. 32) while the faculty member teaches on the special payroll.

Each year of the agreement up to $100,000 shall be available to fund activities listed in "1" above. Once these funds are depleted, the University cannot guarantee new entrants into the program.

Option II:

Alternatively, a faculty member who is under age 70,

and who notifies the University by July 1, 1988, of his/her resignation effective no later than December 31, 1991, shall be entitled to four months leave or salary immediately preceding the effective date of the resignation.

This policy in no way shall contravene or supersede the Connecticut State Employees Retirement Statute.

ARTICLE 29
DURATION OF AGREEMENT

29.1 This agreement shall be in full force and effect from July 1, 1986 through June 30, 1989.

29.2 The AAUP or the Board may give notice to the other party by January 31, 1989 of its desire to negotiate a successor agreement. The other party agrees to meet for the purpose of such negotiations within ten (10) days thereafter.

29.3 The parties may, by mutual agreement, extend the life of this agreement beyond its expiration date for a period not to exceed one year.

ARTICLE 30
SIGN OFF

FOR AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

Frank R. Annunziato
Chief Negotiator

FOR THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF CONNECTICUT

Joan Geetter
Chief Negotiator

MEMORANDA OF AGREEMENT

All prior memoranda of agreement in the 1984-1986 collective bargaining contract are null and void except for the following:

MEMORANDUM OF AGREEMENT No. 1

Up to $30,000 (all funds) of the 1987, 1988, and 1989 merit pools shall be used for increases in base salary which result from promotions in rank. The following schedule shall be used for increases into the ranks below:

Instructor*	$300
Assistant Professor*	$400
Associate Professor*	$500
Professor*	$600

*And other ranks within the same salary scale as listed in the September 1977 salary schedule for professional staff. An award for promotion in rank does not preclude the possibility of a merit award. Awards for promotion in rank are to be considered separately from merit awards.

MEMORANDUM OF AGREEMENT No. 2

Each year of the contract a General Fund pool of $100,000 shall be allocated to the Vice President for Academic Affairs for making increases in base salary as he/she sees fit in order to retain faculty in the face of market competition, or to award increases on the basis of achievement or equity. Neither the allocation of the fund nor the individual awards made under it are grievable or arbitrable in any way.

The University shall provide the AAUP with a list of employees who receive increases from these sources along with the reasons in each instance.

MEMORANDUM OF AGREEMENT No. 3

In the event that a vote in favor of tenure for a faculty member by a departmental PTR committee, a Dean's Advisory Council and the Faculty Review Board are all overturned by the Vice President for Academic Affairs/President of the University and the faculty member has evidence that the Vice President's decision may have been arbitrary and capricious, the Vice President's/President's decision may be appealed to a Select Committee chosen by the Senate Executive Committee. The Senate Executive Committee shall nominate nine (9) tenured members of the faculty to serve on the committee and the University and the AAUP may each strike two (2) names from the list of nominees. In the event that more than five (5) names remain after the completion of the process, the Senate Executive Committee shall designate five (5) persons to serve as the Select Committee.

If the five-member Select Committee finds, after hearing the evidence from each side, that arbitrary and capricious action was, in fact, the basis for the Vice President's decision, the aggrieved faculty member shall be recommended for tenure through the President to the Board of Trustees.

MEMORANDUM OF AGREEMENT No. 4

The *Laws and By-Laws*, 12th edition, revised (1985), Section XV.C. through Q, pp. 16-27 concerning academic tenure apply to tenured and tenure-track faculty in Agricultural Extension.

MEMORANDUM OF AGREEMENT No. 5

Salary increases as described in Article 19 shall be reflected in the paychecks for August 1, 1986 July 31, 1987, and July 30, 1988.

MEMORANDUM OF AGREEMENT No. 6

The parties shall establish a study group concerning

field Cooperative Extension Service staff. The study group shall be composed of the two (2) representatives chosen by the Dean of the College of Agriculture and Natural Resources, and two representatives chosen by the AAUP. The study group shall report its findings to the Dean by December 30, 1986.

MEMORANDUM OF AGREEMENT No. 7

The parties agree that should the State of Connecticut extend additional benefits to its employees as a result of the current negotiations concerning the distribution of savings achieved through The Labor/Management Health Care Cost Containment Committee, those additional benefits will be made available to the employees covered by this contract as soon as possible.

MEMORANDUM OF AGREEMENT No. 8

Salary Study - The administration and the AAUP shall meet to see whether they can arrive at mutually agreeable parameters for undertaking a study of faculty salaries. If no agreement is reached, the parties reserve the right to discontinue the discussion.